

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

HONEYWELL INTERNATIONAL INC. and)	
HONEYWELL INTELLECTUAL PROPERTIES INC.,)	
)	
Plaintiffs,)	
)	
v.)	C.A. No. 04-1338-***
)	(Consolidated)
)	
APPLE COMPUTER, INC., et al.,)	
)	
Defendants.)	
)	

**NOTICE OF DEPOSITION OF PLAINTIFFS HONEYWELL INTERNATIONAL INC.
AND HONEYWELL INTELLECTUAL PROPERTIES INC.**

PLEASE TAKE NOTICE that, pursuant to Rules 30(b)(6) of the Federal Rules of Civil Procedure and pursuant to Delaware Local Rule 30.1 through 30.5, Defendant FUJIFILM Corporation ("Fuji") will take the deposition upon oral examination of plaintiffs Honeywell International Inc. ("HII") and Honeywell Intellectual Properties Inc. ("HIPI") and specifically the witness or witnesses designated by HII and HIPI as officers, managing agents, directors, agents, employees or other person(s) who are most knowledgeable and can testify on their behalf with respect to each of the categories identified in Attachment B hereto, commencing at 9 a.m. on January 21, 2008 and proceeding day-to-day until complete, before a notary public or other officer duly authorized to administer oaths at Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038, or such other location as mutually agreed upon by counsel. The deposition will also be videotaped.

PLEASE TAKE FURTHER NOTICE that HII and HIPI are requested to identify, on or before January 11, 2008, their designated witnesses and the matters to which each will testify.

You are invited to attend and cross-examine.

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Dated: December 21, 2007
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ATTACHMENT A

DEFINITIONS

As used in this Subpoena the terms listed below are defined as follows:

1. The terms “person” or “persons” mean any natural person, corporation, partnership, association, organization, or group of natural persons, including but not limited to any employee, officer, director, consultant, independent contractor, agent, attorney or representative of any of them.
2. The terms “Honeywell”, “you” or “your” refer to Honeywell International, Inc. and Honeywell Intellectual Properties Inc., and all divisions, departments, subsidiaries (whether direct or indirect), parents, affiliates, acquisitions, predecessors and entities controlled by any of them, whether domestic or foreign, including but not limited to Honeywell Inc., Allied Coporation, Bendix Corp., Allied-Signal, AlliedSignal, Sperry and/or SP-Commercial Flight Inc., and their respective present or former officers, directors, employees, owners, attorneys and agents, as well as consultants and any other persons acting or purporting to act on behalf of each such entity or person.
3. The term “Boeing” refers to The Boeing Company and all divisions, departments, subsidiaries (whether direct or indirect), parents, affiliates, acquisitions, predecessors and entities controlled by any of the foregoing, whether domestic or foreign, and their respective present or former officers, directors, employees, owners, attorneys and agents, as well as consultants and any other persons acting or purporting to act on behalf of each such entity or person.
4. The term “Contract” shall refer to all contracts, agreements, understandings, letters of intent, representations, warranties, purchase orders and such other documents that memorialize or define the rights and/or obligations of persons.

5. The term “avionic display” shall refer to a device intended for mounting in an aircraft for displaying graphical and/or textural information which includes one or more flat panel LCD-based displays.

6. The term “LCD” shall mean liquid crystal display.

7. The Term “LCD Module” shall mean any and all sub-assemblies and components of an LCD.

8. The terms “thing” and “things” refer to any material object, such as samples, prototypes, packaging samples, models, illustrations of physical and chemical phenomena, and photographs, montages, movies or videotapes of physical objects, and electronic representations of any of the above.

9. Unless otherwise specified herein, “relates to” and “refers to” shall be used interchangeably to mean concerning, comprising, involving, directed to, created by, sent to, received by, copied to, responsible for, or in any way logically or factually connected to the subject of the request.

10. The words “document” or “documents” shall be used in their broadest sense and shall include, but are not limited to, any tangible thing capable of storing information, including but not limited to the following items, whether printed, typed or recorded or reproduced by hand or electronically, magnetically, optically or in any graphic manner of any kind or nature however produced or reproduced, whether sent or received or neither, whether within the actual or constructive possession, custody, or control of any agent, employee, consultant, or any other person acting or purporting to act on behalf of you, including drafts and copies bearing notations or marks not found on the original, and includes, but is not limited to:

1. all letters or other forms of correspondence or communication, including envelopes, notes, telefaxes, telegrams, cables, electronic mail messages, telex

messages, and telephone messages (including reports, notes, notations and memoranda of or relating to any telephone conversations or conferences or personal interviews);

2. all memoranda, laboratory notebooks, research reports, speeches, reports, financial statements or reports, appraisals, estimates, sales proposals, RFQ or RFP responses, notes, transcripts, tabulations, ledgers, studies, analyses, evaluations, projections, work papers of any type, corporate records or copies thereof, lists, comparisons, questionnaires, surveys, charts, graphs, maps, diagrams, summaries, tables, indexes, extracts, statistical records, compilations, reports and/or summaries of investigations, testing or analyses, marginal notations, all desk calendars, appointment books, diaries;
3. all books, manuscripts (whether submitted for publication or not), press releases, magazines, newspapers, booklets, brochures, sales support materials, training materials, pamphlets, circulars, bulletins, notices, speeches, instructions, manuals, and articles;
4. all minutes, transcripts, notes, presentation material, and memoranda of meetings;
5. all photographs, drawings, microfilms, tapes or other recordings, punch cards, magnetic tapes, magnetic disks, optical or magneto-optical disks, print-outs, and other data compilations from which information can be obtained, and any other information recorded in or on any medium whatsoever; and
6. all Contracts.

11. The words “and”, “and/or”, and “or” shall each be deemed to refer to both their conjunctive and disjunctive meanings. The words “all” and “any” shall mean “each and every” as well as “any one”. The masculine gender shall be deemed to include the feminine and the neuter where appropriate, the singular, the plural, and vice versa.

ATTACHMENT B**DEPOSITION TOPICS**

1. The business and contractual relationships between Honeywell and Boeing between January 1, 1988 and January 18, 1994.
2. Contracts between Honeywell and Boeing regarding the design, development, testing or manufacture of avionic displays for the Boeing 777, 767, 767X or 7J7 airplane projects between January 1, 1988 and January 18, 1994, and documents referred to in such Contracts, including but not limited to requests for information, statements of work, requests for proposals, proposals, Special Business Provisions, General Terms Agreements and specification control drawings regarding these projects, the negotiation of such Contracts and documents, and each of Honeywell's and Boeing's rights and obligations and performance thereunder.
3. The following documents and the documents referred to therein, including but not limited to the terms and conditions of each Contract identified below, the negotiation of each such Contract, each of Honeywell's and Boeing's rights, obligations and performance under each such Contract, and the relationships between and among the following documents:

Document	Bates Nos.
Statement of work dated 12/3/86	HW018398-408
Statement of work dated 3/7/90	HW018760-768
Statement of work dated 5/11/90	HW015995-6206
Statement of work dated 4/11/91	HW017590-646
Engineering Job Analysis For Estimating 777 Avionics Costs for Boeing QE 5616 dated 5/6/91	HW018231-244
Special business provisions for 767-X Airplane Information Management System between The Boeing Company and Honeywell	HW016207-236
Examination of Records/ Price Support Agreement dated 12/21/83	HW016258-264

General Terms Agreement GTA 6-5000-1 between The Boeing Company and Sp-Commercial Flight Inc. dated 11/20/86	HW016237-256
Honeywell 767-X AIMS, Volume III Technical Proposal and Plans	HW016266-573
Honeywell 767-X AIMS, Volume IV Price Offering and Contractual Terms and Conditions (including attachments)	BOEING 02663-787
General Terms Agreement between Boeing and SP Commercial Flight Inc. dated 11-20-86	HW016237-256
Backlight Assembly and Lens Drawings	HW014159-160
Display Unit Drawings	HW021412-21421
Specification Control Drawings	BOEING 1-338

4. LCDs and LCD Modules (including prototypes, samples, demonstration units and production units) provided, demonstrated, lent, sold or offered for use, demonstration, lease or sale by Honeywell to Boeing in connection with any of the 777, 767, 767-X or 7J7 projects, including the legal terms and conditions pursuant to which such LCDs and LCD modules were provided and any consideration received therefor.

5. Nondisclosure agreements or confidentiality agreements between Honeywell and Boeing, relating to the Boeing 777, 767, 757-X and 7J7 airplane projects, in force at any time between January 1, 1988 and January 18, 1994, including the terms of such agreements.

6. Orders for production to or from Honeywell or Boeing related to avionic displays for any of the 777, 767, 767-X or 7J7 projects between January 1, 1988 and January 18, 1994.

7. The scope of work and any documents referring or relating to the scope of work covered by the payment provided for in Section 3.2 and Attachment 1 of the Special Business Provisions, 6-5000 – 1-5, for 767-X Airplane Information Management system (AIMS) between

The Boeing Company and Honeywell, Inc. Commercial Flight Systems Group (Bates Nos. HW016207-236).

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

I, hereby certify that, on December 21, 2007, the within document was electronically filed with the Clerk of the Court using CM-ECF which will send notification of such filing to the following; the document was served by E-mail on the following; and the document is available for viewing and downloading from CM-ECF:

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